

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: § **Chapter 7**
MEYER PROPERTIES, LLC, § **CASE NO. 23-42669**
Debtor. §

DECLARATION OF LINDA HOLTMAYER

I, Linda Holtmeyer, declare and state as follows:

1. I am over the age of twenty-one (21) and have personal knowledge of the facts stated herein.
2. At all relevant times, I have been the Vice President of Loan Administration for Bank of Franklin County (“BOFC”).
3. Meyer Properties, LLC (“Meyer Properties”) executed two promissory notes in favor of BOFC. The first is identified as Promissory Note No. 10019434-105, dated November 7, 2019 executed by Meyer Properties in favor of BOFC in the original principal amount of \$235,000.00 (as the same may have been amended, restated, extended, renewed, replaced, or otherwise modified from time to time) (the “105 Note”). The second is identified as Promissory Note No. 10019434-110, dated November 7, 2019, executed by Meyer Properties in favor of BOFC in the original principal amount of \$35,000.00 (as the same may have been amended, restated, extended, renewed, replaced, or otherwise modified from time to time) (the “110 Note,” and, together with the 105 Note, the “Notes”). (See Exs. A & B to BOFC’s Motion for Relief From Automatic Stay (“Motion for Relief”).)

EXHIBIT

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4. The Notes are secured by, among other things, that certain Deed of Trust dated July 6, 2017 executed by Meyer Properties for the benefit of BOFC (the “Meyer Properties Deed of Trust”). (*See* Ex. C to BOFC’s Motion for Relief.)

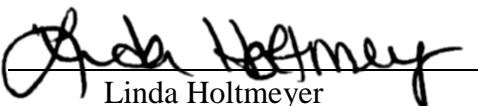
5. On July 21, 2023, BOFC sent Meyer Properties correspondence stating that “[b]ecause [BOFC] did not have evidence that [Meyer Properties] had hazard insurance on [the Property]” BOFC was going to (and ultimately did) buy insurance on the Property and add the cost of the same to Meyer Properties’ mortgage loan account.

6. On August 25, 2023, Christy Meyer (“Ms. Meyer”) provided BOFC with a receipt of insurance for the Property for the period of August 23, 2023 through August 23, 2024 through Travelers Indemnity Company. The insurance agency listed on the policy is Wiemann & Pues Insurance (“Wiemann & Pues”).

7. That same day, I spoke with Rick Hopp (“Mr. Hopp”) at Wiemann & Pues who informed me that Ms. Meyer did not pay for a full year of insurance on the Property. Mr. Hopp informed me that instead, Ms. Meyer made a down payment of \$1,200.00, and set up the balance to be paid via monthly payments.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 30, 2023



Linda Holtmeyer